

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019-335-T**

Application of Affordable Movers SC, LLC,  
for a Class E (Household Goods) Certificate  
of Public Convenience and Necessity for  
Operation of Motor Vehicle Carrier

**PREFILED DIRECT TESTIMONY OF  
GEORGE R. WILKINSON, IV**

1   **Q. Please state your name, employer, and business address.**

2   A. My name is George R. Wilkinson IV. I am the CEO of Affordable Movers SC, LLC  
3   (“Applicant” or “Affordable Movers”) located at 593 Silver Shoals Circle, Marietta SC 29661.

4   **Q. What is the purpose of your testimony?**

5   A. I am testifying in support of Affordable Movers SC, LLC’s Application for a Class E  
6   Certificate of Public Convenience and Necessity with statewide authority.

7   **Q. Is Affordable Movers SC, LLC authorized to transact business in the State of South**  
8   **Carolina?**

9   A. Yes, Affordable Movers SC, LLC is a South Carolina Limited Liability Company established  
10   on April 22, 2019. A copy of a certificate of good standing was filed with Affordable Movers  
11   SC, LLC’s application, and the company remains in good standing.

12   **Q. How did you become associated with Affordable Movers SC, LLC?**

13   A. I am the CEO of Affordable Movers SC, LLC.

14   **Q. Please tell the Commission about your education and work history?**

A. I have a GED and have worked various labor jobs since I was a kid. I have helped friends and family move over the years and enjoyed it, so I decided to start a business doing it. I also have a business in which I own and manage rental properties.

**Q. Please describe the services Affordable Movers SC, LLC would like to provide.**

A. Affordable Movers SC, LLC will provide all services associated with household goods moving, such as packing, unpacking, and physical labor.

**Q. Do you have any experience providing moving services?**

A. Yes, I have helped many friends and family move informally over the years.

**Q. How many employees will Affordable Movers SC, LLC have?**

A. Affordable Movers SC, LLC currently has 3 employees and will likely have up to 5-7 employees in the springtime busy season.

**Q. How will you train your employees?**

A. I will personally train my employees by having them accompany me on moving jobs. I will have them “shadow” me and explain to them what I’m doing and why as we go through the process. I will show them the step-by-step process of wrapping items, packing boxes, etc.; showing them in a hands-on way as we do it.

**Q. Does Affordable Movers SC, LLC own or lease any vehicles?**

A. Affordable Movers SC, LLC owns one truck, a 26-foot Freightliner M2 business class box truck, and we will rent additional trucks from time to time as needed.

**Q. Does Affordable Movers SC, LLC plan to acquire other vehicles?**

A. Yes, eventually, as needed.

**Q. Will Affordable Movers SC, LLC be insured?**

A. Yes. Affordable Movers SC, LLC already has insurance. A certificate of insurance coverage is attached to its Application.

**Q. Has Affordable Movers SC, LLC submitted a tariff?**

A. Yes. A proposed tariff is attached as Exhibit A to this testimony.

**Q. How will you quote the cost of a move to a customer?**

A. Affordable Movers SC, LLC will only provide an estimated cost of a move; not a fixed price. Our quotes are based upon square footage, moving experience, and what clients convey they need moved. On-site estimates will be performed if deemed necessary.

**Q. Does Affordable Movers SC, LLC have a Bill of Lading?**

A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit B.

**Q. Will Affordable Movers SC, LLC provide a Bill of Lading for each move it conducts?**

A. Yes.

**Q. Why do you believe there is a need for Affordable Movers SC, LLC's services in South Carolina?**

A. We are a professional, affordable moving company. Many moving companies are not affordable and have "big business" values, where their bottom line is the number one concern. Our number one concern is providing the very best service to our customers and we operate with the customer in mind in everything we do. South Carolina's economy is strong, and more people need to the services of good moving companies. According to the United States Bureau of Labor Statistics, the state's unemployment rate is about 2.6 % as of October 2019.<sup>1</sup> Zillow describes South Carolina's housing market as

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<sup>1</sup>See South Carolina Snapshot, December 2019, Federal Reserve Bank of Richmond, [https://www.richmondfed.org/~media/richmondfedorg/research/regional\\_economy/reports/snapshot/pdf/snapshot\\_sc.pdf](https://www.richmondfed.org/~media/richmondfedorg/research/regional_economy/reports/snapshot/pdf/snapshot_sc.pdf), accessed on December 19, 2019.

58 “Very Hot,” reporting that home values have risen 4.2% over the past year and are expected to  
59 rise 5.1% in the coming year.<sup>2</sup> The United States Census Bureau estimates that South Carolina’s  
60 population grew by 9.9% to over 5 million people between April 1, 2010 and July 1, 2018.<sup>3</sup>  
61 These numbers suggest that demand for qualified movers in the state has grown and is likely to  
62 continue to grow.

63 **Q. How will Affordable Movers SC, LLC reach its customers?**

64 A. We plan to market Affordable Movers SC, LLC with Google, SEO, Yelp, social media such  
65 as Facebook, Twitter, and Instagram, and word of mouth.

66 **Q. Is Affordable Movers SC, LLC financially able to provide service to the public?**

67 A. Yes. As shown on our application, Affordable Movers SC, LLC is financially viable.

68 **Q. Are there any outstanding court orders or judgments against Affordable Movers SC,  
69 LLC, or you, personally?**

70 A. No.

71 **Q. Are you aware of any complaints filed against Affordable Movers SC, LLC, with the  
72 Better Business Bureau, the Chamber of Commerce, or any state or municipal court or  
73 agency?**

74 A. No.

75 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations  
76 that govern the operation of intrastate household goods movers in South Carolina?**

77 A. Yes, and Affordable Movers SC, LLC will comply with them.

78 **Q. Have you published a notice of Affordable Movers SC, LLC’s application?**

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<sup>2</sup> See <https://www.zillow.com/sc/home-values/>, accessed on December 19, 2019.

<sup>3</sup> See U.S. Census Bureau Quick Facts, South Carolina, [www.census.gov/quickfacts/sc](http://www.census.gov/quickfacts/sc), accessed on December 19, 2019.

79 Yes. Notice of Affordable Movers SC, LLC's application was published in the *Spartanburg*  
80 *Herald-Journal*, *The Post and Courier*, *The Greenville News*, and *The State* newspapers on  
81 November 5-6, 2019, and affidavits of publication have been filed with the Commission.

82 **Q. What is Affordable Movers SC, LLC's plan for the next five years?**

83 A. Affordable Movers SC, LLC will provide excellent customer service, employ local residents,  
84 and expand organically to better serve the needs of the residents of South Carolina.

85 **Q. Does this conclude your testimony?**

86 A. Yes.

# **EXHIBIT A**

## **TARIFF**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

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### Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by **Affordable Movers SC, LLC**. These services are furnished between points and places in South Carolina.

**SECTION 1****1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at the origin location and stops when the movers leave the destination location.

<b><u>Number of Movers</u></b>	<b><u>Hourly Rate</u></b>
Truck fee	\$125.00 flat fee* (up to 50 miles)
2 movers	\$95.00/hour
3 movers	\$125.00/hour
Additional movers	\$20.00/hour

\*Moves farther than 50 miles from origin to destination will incur an additional truck fee of \$2 per mile for each additional mile.

**1.2 Office Hours / Minimum Hourly Charges:**

**Affordable Movers SC** will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, **Affordable Movers SC** will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

**SECTION 2****2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

**2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

**2.2 Elevator or Stair Carry**

**Affordable Movers SC** does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

**Affordable Movers SC** does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

**Affordable Movers SC** does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1 Affordable Movers SC** does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.5.2 Affordable Movers SC** is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. **Affordable Movers SC** reserves the right to decline any moves consisting of extremely large or fragile items.

**2.6 Piano Charges**

**Affordable Movers SC** will not move pianos.

**2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of **Affordable Movers SC**.

**2.9 Storage-In-Transit Fee**

The customer will be charged a \$150 Storage-In-Transit fee per night when the customer's goods must be held overnight.

### SECTION 3

#### 3.0 RULES AND REGULATIONS

##### 3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify the carrier of all claims for concealed damage within 30 days of the move. **Affordable Movers SC** must be given a reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, **Affordable Movers SC** reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify **Affordable Movers SC** immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

##### 3.2 Computing Charges

**Affordable Movers SC** rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

##### 3.3 Governing Publications

**Affordable Movers SC** rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

##### 3.4 Items of Particular Value

**Affordable Movers SC** does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. **Affordable Movers SC** will not accept responsibility for safe delivery of such articles if they come into **Affordable Movers SC**'s possession with or without **Affordable Movers SC**'s knowledge.

### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of **Affordable Movers SC's** Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### 3.6 Delays

**Affordable Movers SC** shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

## SECTION 4

### 4.0 PROMOTIONS

**Affordable Movers SC** shall apply the following promotions, in a uniform and nondiscriminatory fashion:

#### 4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.1 plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at the origin location and stops when the movers leave the destination location. The hourly rates and charges are indicated below:

#### Number of Movers

#### Hourly Rate

Truck Fee	\$114.00 flat fee* (up to 50 miles)
2 movers	\$85.50
3 movers	\$114.00
Additional movers	\$19.00 per man/per hour

\*Moves farther than 50 miles from origin to destination will incur an additional truck fee of \$2 per mile for each additional mile.

# **EXHIBIT B**

## **BILL OF LADING**

## UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

## AFFORDABLE MOVERS SC LLC

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 
 SHIPPER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

 CONSIGNED TO \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_

 SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

 PREFERRED DELIVERY DATE(S)  
 OR PERIODS OF TIME \_\_\_\_\_

NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_

ADDRESS \_\_\_\_\_

 RECEIVED \_\_\_\_\_  
 SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

 GENERAL  
 CONDITIONS: \_\_\_\_\_

RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## INVOICING

GOVT. B/L No. \_\_\_\_\_

BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

 SIGNED \_\_\_\_\_  
 Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_

FINISH \_\_\_\_\_

AM AM Customers Initials \_\_\_\_\_

PM PM Customers Initials \_\_\_\_\_

JOB HOURS \_\_\_\_\_

TRAVEL TIME \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

TRANSPORTATION SERVICES  
HOURLY CHARGE

## STRAIGHT TIME

VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

## OVERTIME SERVICES

VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE \_\_\_\_\_ CHARGES \_\_\_\_\_

TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_

ADD'TL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. \_\_\_\_\_

EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_

AT \_\_\_\_\_

EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_

PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_

ADD'TL. LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_

WAREHOUSE HANDLING \_\_\_\_\_

TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_

S.I.T. VALUATION CHARGE \_\_\_\_\_

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI \_\_\_\_\_ QUANTITY \_\_\_\_\_

BARRELS \_\_\_\_\_ 5 \_\_\_\_\_

CARTONS LESS THAN 1 1/2 \_\_\_\_\_

CARTONS 1 1/2 \_\_\_\_\_

CARTONS 3 \_\_\_\_\_

CARTONS 4 1/2 \_\_\_\_\_

CARTONS 6 \_\_\_\_\_

CRIB MATTRESS \_\_\_\_\_

WARDROBES (USE OF) \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_

MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_

CRATES \_\_\_\_\_ MIRROR CARTONS \_\_\_\_\_

TOTAL PACKING \_\_\_\_\_

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

WAREHOUSE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_

(WAREHOUSE MAN'S SIGNATURE) \_\_\_\_\_

DATE \_\_\_\_\_

FORM 982R 2010

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## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.